

# GENERAL TERMS AND CONDITIONS FOR SUBCONTRACTORS OF BRODOGRADILIŠTE PUNAT d.o.o.

## 1. GENERAL PROVISIONS

1.1. These General Terms and Conditions define the manner in which a subcontracting relationship is established between other legal entities or sole proprietors and the company Brodogradilište Punat d.o.o. (hereinafter: Brodogradilište Punat), as well as the rights and obligations of legal entities or sole proprietors (hereinafter: Subcontractor) that conclude a Business Cooperation Agreement with the right to use business premises or a Lease Agreement for business premises and/or a Business Cooperation Agreement for the use of infrastructure to perform all or part of the activities within their registered business operations with Brodogradilište Punat.

## 2. ESTABLISHMENT OF THE SUBCONTRACTING RELATIONSHIP

2.1. The subcontracting relationship between other legal entities or sole proprietors and Brodogradilište Punat is established by signing one or more Business Cooperation Agreements (hereinafter: Agreement) between the Subcontractor and Brodogradilište Punat in one of the following ways:

- a) By signing a Business Cooperation Agreement with the right to use business premises and a Business Cooperation Agreement for the use of infrastructure
- b) By signing a Lease Agreement for business premises and a Business Cooperation Agreement for the use of infrastructure.
- c) By signing a Business Cooperation Agreement for the use of infrastructure.

2.2. A subcontracting relationship may also be established through the approval of a *Daily Permit* for the Use of Infrastructure.

The Daily Permit is obtained at the reception of the Yacht Service during its official working hours, but only after the submission of the required documentation (Section 6 of these General Terms and Conditions). If the Subcontractor intends to perform work outside the Yacht Service reception's working hours, they are required to obtain the necessary permits in advance.

A request for the issuance of a Daily Permit for the Use of Infrastructure must be submitted in written form via email at least three (3) days before the scheduled date for which the permit is requested. The request should be sent to the following email address: [yacht-service@marina-punat.hr](mailto:yacht-service@marina-punat.hr). The approval of a Daily Permit implies that the Subcontractor to whom the permit is issued has read, understood, and accepted the Terms of Business as well as the obligations and provisions set forth in these General Terms and Conditions.

## 3. PURPOSE OF THE SUBCONTRACTING RELATIONSHIP

3.1. The purpose of establishing a subcontracting relationship between Brodogradilište Punat and other legal entities is to enhance the overall service provided to the customers of Brodogradilište Punat.

## 4. SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS FOR SUBCONTRACTORS

4.1. These General Terms and Conditions apply to the entire area (both land and sea) managed by Brodogradilište Punat.

## 5. REQUIRED CONDITIONS FOR ESTABLISHING A SUBCONTRACTING RELATIONSHIP

5.1. Prior to establishing a subcontracting relationship or issuing a Daily Permit, the prospective Subcontractor is required to submit the following valid documentation:

- a) A formal request with a detailed description of the work for which the subcontracting relationship is sought
- b) A certificate of company or sole proprietorship registration, including a list of registered business activities
- c) A professional liability insurance policy
- d) A list of workers who will be performing the work
- e) Copies of personal identification documents
- f) A valid service price list

For Subcontractors applying for a *Daily Permit*

- g) A written authorization from the vessel owner explicitly permitting the Subcontractor to carry out work on the owner's vessel

5.2. Brodogradilište Punat reserves the discretionary right to accept or reject the request.

5.3. Brodogradilište Punat d.o.o. is neither obligated nor authorized to permit foreign natural or legal persons to conduct business activities unless they provide approval from the competent Tax Administration of the Republic of Croatia for conducting such activities.

## 6. DURATION OF THE SUBCONTRACTING RELATIONSHIP

6.1. All subcontracting relationships are established for a specific period.

6.2. For Subcontractors with whom a subcontracting relationship is established based on the Agreements specified in Section 2.1 of these Terms and Conditions, the duration of the contract shall be individually defined in each respective Agreement.

6.3. For Subcontractors whose subcontracting relationship is established based on a Daily Permit for the Use of Infrastructure, the duration of the permit is **one (1) day**.

6.4. If a Subcontractor requires access to the premises of Brodogradilište Punat for multiple days, this must be specified in the request.

6.5. Brodogradilište Punat reserves the discretionary right to grant access approval.

## 7. PRICING

7.1. The price that the Subcontractor is required to pay for the use of business premises and/or infrastructure is defined in **Annex 1** of these General Terms and Conditions.

## 8. ACCESS TO AND EXIT FROM THE PREMISES OF BRODOGRADILIŠTE PUNAT

8.1. Access to and exit from Brodogradilište Punat are regulated by entry and exit barriers.

8.2. The barriers are operated using prepaid access cards.

8.3. Parking within the premises of Brodogradilište Punat is strictly prohibited.

8.4. All entry and exit points are monitored by surveillance cameras.

## 9. PREPAID ACCESS CARD

- 9.1. Each Subcontractor who has established a subcontracting relationship based on one or more Agreements is entitled to one prepaid access card.
- 9.2. If an additional access card is required, the Subcontractor must submit a written request with a justification to the Management of Brodogradilište Punat.
- 9.3. The Management of Brodogradilište Punat reserves the discretionary right to approve or deny such a request.
- 9.4. Subcontractors whose subcontracting relationship is established through the issuance of a Daily Permit for the Use of Infrastructure **are not entitled** to a prepaid access card.

## 10. DAILY WORKING HOURS AT BRODOGRADILIŠTE PUNAT

- 10.1. The daily working hours at Brodogradilište Punat are determined by the official working hours of Brodogradilište Punat, which are from Monday to Saturday, between 08:00 and 16:00. The Subcontractor may continue working beyond 16:00 until the activation of public lighting (during the winter season) or until 20:00 (whichever occurs earlier), provided that the work performed after 16:00 does not generate noise exceeding 55 dB. During the period from June 15 to September 15 each year, unless otherwise determined, noisy work (above 55 dB) may only commence after 10:00. Any request to work before 08:00, after 20:00 (or after the activation of public lighting), as well as on Sundays and/or public holidays, must be submitted by the Subcontractor in writing at least 3 days in advance to Brodogradilište Punat via email at [kooperanti@brodogradiliste-punat.hr](mailto:kooperanti@brodogradiliste-punat.hr)
- 10.2. Brodogradilište Punat reserves the discretionary right to approve or reject such a request.

## 11. ALLOWED WORKS IN THE AREA OF BRODOGRADILIŠTE PUNAT

- 11.1. Works that are allowed at Brodogradilište Punat, with strict adherence to the Terms of Business of Brodogradilište Punat:
  - a) Engine and propulsion system service
  - b) Cleaning, washing, and polishing of vessels
  - c) Measurement, repair, and assembly / disassembly of canopies
  - d) Major engine or propulsion repairs requiring disassembly and/or removal of the engine, disassembly and/or removal of the propulsion system.
  - e) Repair of plastics, wood, and metals as hull coverings.
  - f) Sanding of vessel surfaces.
  - g) Spray painting (exclusively in enclosed spaces – hall or tent).
  - h) Welding and electrical welding works
  - i) All other works that pose a risk of environmental pollution or damage to others' property.  
**Note:** The contractor is obliged to take all necessary measures to prevent environmental pollution or damage to others' property
- 11.2. For works that require the use of electrical tools for surface preparation or tools for spray painting, the contractor is obliged to take all protection measures towards the environment and other vessels in such a way that the mentioned works are performed in an enclosed space (hall or tent).
- 11.3. When sanding the underwater part of the vessel with electrical tools, the contractor is obliged to use **only** electrical tools with a vacuum cleaner.

## 12. OBLIGATIONS OF THE SUBCONTRACTOR

- 12.1. In the performance of its business activities, the Subcontractor is obligated to comply with and adhere to the following applicable regulations and provisions set forth by the Service Provider:
  - The General Terms and Conditions for Subcontractors of Brodogradilište Punat d.o.o.,
  - The Terms of Business of Brodogradilište Punat d.o.o.,

- The Harbour Regulations of Brodogradilište Punat d.o.o.,
- The General Act (Regulation) on Fire Protection of Brodogradilište Punat d.o.o.,
- The Regulation on Waste Management and Disposal from Technological Processes,
- The Regulation on the Disposal of All Types of Waste from Technological Processes and Sludge from Wastewater Treatment Processes,
- The Plan for the Acceptance and Handling of Waste and Cargo Residues,
- The Operational Plan for Environmental Protection Interventions,
- The Operational Plan for Emergency Measures in the Case of Unexpected Water Pollution,
- The Environmental Protection Policy of Brodogradilište Punat d.o.o.

#### a) GENERAL OBLIGATIONS

The Subcontractor undertakes to conduct business in accordance with Croatian regulations.

The Subcontractor undertakes to perform work exclusively in the area specified in the contract.

The Subcontractor undertakes to perform only the work defined in the contract.

The Subcontractor undertakes to perform work exclusively with employees of its own company, as defined in the list contained in Appendix 1 of the Contract.

In cases where the Subcontractor needs to engage other legal entities or trades that do not have a subcontractor relationship with Brodogradilište Punat but require performing work in the area defined by these General Terms, based on the Concessions Act, it is required to submit a request for approval to engage another legal entity or trade to Brodogradilište Punat. When submitting the request, the Subcontractor is obligated to provide all necessary documentation as defined by these General Terms.

Brodogradilište Punat reserves the discretionary right to accept or reject the request.

Engaging another legal entity or trade that does not have a subcontractor relationship with Brodogradilište Punat, without the consent of Brodogradilište, constitutes a gross violation of these General Terms.

The Subcontractor undertakes to protect all personal data of clients, specifically, the name and surname, contact information, name of the vessel, vessel ownership, vessel location, as well as personal data of Brodogradilište Punat employees and any third parties whose data is available to them, in accordance with the General Data Protection Regulation (GDPR). The Subcontractor shall not misuse, provide, or make these personal data available to unauthorized third parties in any way and shall maintain the confidentiality of such personal data even after the termination of the contractual relationship with Brodogradilište Punat.

A gross violation of these General Terms automatically terminates all Contracts with the Subcontractor as defined by these General Terms.

#### b) WORK CLOTHING

The workers of the Subcontractor listed in Appendix 1 of the Contract must be uniformly dressed with the company name clearly visible.

The clothing of each individual Subcontractor must be visibly different from the clothing worn by Brodogradilište Punat employees and other subcontractors.

The clothing of all Subcontractor workers must be neat and clean every day.

When performing work in the area of Brodogradilište Punat, all Subcontractor workers must have:

- Protective work clothing
- Work shoes
- Gloves
- Safety glasses
- Head protection equipment

If, after 15 days from the date of signing the Contract, the Subcontractor's workers are not uniformly dressed, the Subcontractor may be prohibited from performing the work defined in the Contract until all Subcontractor workers are uniformly dressed.

#### c) MARKING

Subcontractors who establish a subcontracting relationship following the receipt of a daily permit for the use of infrastructure are required to visibly display the issued work permits.

d) MACHINERY, TOOLS, AND EQUIPMENT

The machinery, tools, and equipment used by the subcontractor in the area specified in the Agreement must be in proper working condition and certified.

Brodogradilište Punat reserves the right to request certificates of the machinery, tools, and equipment's compliance and certification from the subcontractor, particularly for those that might come into contact with employees of Brodogradilište Punat or other subcontractors.

Brodogradilište Punat reserves the right to prohibit the use of machinery, tools, or equipment that is proven to be defective or uncertified until it is repaired or certified.

Brodogradilište Punat is not responsible for the proper functioning of machinery and tools or for the quality of work provided by the subcontractor to the end client, nor for the subcontractor's fulfilment of obligations to the end client or the work order issuer.

e) OCCUPATIONAL SAFETY

In order to meet safety measures, the subcontractor is obligated to equip his workers with all necessary personal protective equipment, as prescribed for the specific area.

By signing the Business Cooperation Agreement, the subcontractor guarantees that all his workers defined in Annex 1 of the Agreement are trained to work safely.

In the area of Brodogradilište Punat, the use of head protection is mandatory.

f) FIRE SAFETY

All subcontractor workers listed in Annex 1 of the Agreement must be trained for initial firefighting by an authorized institution and are required to undergo internal fire safety training organized by Brodogradilište Punat, to become familiar with the hydrant network and fire protection systems. Each subcontractor bears the costs of internal fire safety training separately.

g) ENVIRONMENTAL PROTECTION

The subcontractor is obligated to clean the work area around the vessel on which work is being performed on a daily basis. In the case of non-compliance with this condition, Brodogradilište Punat reserves the right to charge for cleaning the specific work area according to the service price list.

h) CONNECTION TO THE ELECTRICAL NETWORK 220 V and 380 V

Subcontractors are not authorized to connect the vessel to the 220 V or 380 V electrical network unless this authority has been explicitly agreed upon in their Subcontractor Agreement or they have received written consent from Brodogradilište Punat.

i) CHANGE OF DATA

The subcontractor is obligated to report any changes to the previously provided data, such as the number of workers, changes of workers, company address, etc., within 8 days of the change occurring by sending an email to [kooperanti@brodogradiliste-punat.hr](mailto:kooperanti@brodogradiliste-punat.hr)

### 13. RESPONSIBILITIES OF THE SUBCONTRACTOR

13.1. The subcontractor guarantees the work and safety of its workers.

13.2. The subcontractor is responsible for the quality of the service provided to the end customer.

13.3. The subcontractor is obligated to compensate the damaged party for all material and immaterial damages caused by the subcontractor, its workers, and/or the company and its workers engaged by the subcontractor, for which the subcontractor initially obtained approval from Brodogradilište Punat for their engagement.

13.4. If the subcontractor is the main contractor at the worksite, it is obliged to inform all individuals present at the site during their stay at Brodogradilište Punat of all regulations, rules, and restrictions defined by these General Terms and Conditions and/or contracts concluded with Brodogradilište Punat.

#### **14. IMPLEMENTATION MEASURES WHEN CONCLUDING A BUSINESS COOPERATION AGREEMENT WITH THE RIGHT TO USE BUSINESS SPACE OR A BUSINESS LEASE AGREEMENT**

- 14.1. The subcontractor who has concluded a Business Cooperation Agreement with the right to use business space or a Business Lease Agreement is obliged to install electroacoustic devices that will emit music, speech, and noise in such a way that the structural noise spreading through the building (sound and vibrations) complies with the "Regulation on the Maximum Permissible Noise Levels Based on the Type of Noise Source, Time, and Location of Occurrence" (NN 143/21), where the maximum permissible rating level of noise in outdoor spaces is 65 dB (A), according to Article 4, Table 1 of the Regulation.
- 14.2. If, during the term of the Business Cooperation Agreement with the right to use business space or the Business Lease Agreement, the need arises to carry out repairs on the used business space (in order to maintain it in the condition in which the Service Provider is obliged to maintain it, i.e., in a condition suitable for performing the agreed activity), which are the responsibility of the Service Provider, the Service Recipient is obliged to notify the Service Provider in writing beforehand.
- 14.3. The contracting parties agree that the Service Provider is responsible for covering the costs of investment maintenance, which are necessary for the performance of the activity: replacement of main installations (electricity, water, drainage), roof replacement, window replacement, replacement of structural parts of the building, provided the replacement is necessary due to wear or malfunction during regular use of the building and not due to damage.
- 14.4. The Service Provider reserves the right to decide on the method, pace, and modalities of investment in the business space and will inform the Service Recipient of this in writing.
- 14.5. The Service Provider reserves the right to abandon further investments in the business space. In this case, the Service Recipient is not entitled to compensation for any damages.
- 14.6. The Service Provider has the right to change the price of using the business space or leasing it if the amount of investment maintenance exceeds 10% of the estimated value of the building at the time of the investment.
- 14.7. The Service Recipient is not authorized to make any alterations or extensions to the space (changing structures, surface layouts, purpose, or external appearance of the business space) provided for use. Any potential investments, installations, or extensions, i.e., investments in the permanent value of the space, require prior approval and written consent. Otherwise, investments become a permanent part of the space, and after the termination of the contractual relationship, the Service Provider is not obliged to compensate the Service Recipient. The Service Provider has the right to terminate the Business Cooperation Agreement with the right to use the business space without any notice period and the right to claim damages.
- 14.8. Current maintenance works are considered works on parts of the building that are directly used, i.e., parts with which the Service Recipient has direct contact during use. The Service Recipient is obliged to cover the costs of ongoing maintenance of the business space, including cleaning, painting works, maintenance of joinery, minor repairs to plumbing, electrical systems, broken glass, telephone, and other installations, insurance costs, environmental protection, health and safety, property protection, etc., as well as other extraordinary costs related to their activity.
- 14.9. The Service Recipient agrees to bear the costs of the utility fee in accordance with the resolution and calculation provided by the Municipality of Punat.
- 14.10. The Service Recipient is obliged, within 8 (eight) days from the conclusion of the Business Cooperation Agreement with the right to use the business space or the Lease Agreement, to conclude a mandatory property insurance policy for the business premises (including insurance against fire, earthquakes, and other natural disasters), and to insure business partners and other individuals present in the business space against any incidents that may occur within the business space described in Article 3.1. of the Business Cooperation Agreement while performing activities, and for the entire duration of the contract. The Service Recipient is obliged to conclude a property insurance policy in the minimum amount of EUR 50,000 with a deductible of EUR 1,000 and to assign the policy to the Service Provider's benefit.
- 14.11. The Service Recipient is required to implement preventive and timely fire protection measures and health and safety measures within the business space, as well as in areas managed by the Service Provider, or

in buildings within the Service Provider's area where the Service Recipient carries out its activities. This also includes certificates for fire extinguishers and other fire protection equipment.

## **15. TERMINATION OF THE COOPERATIVE RELATIONSHIP AGREEMENT**

15.1. Brodogradilište Punat reserves the right to terminate the Cooperative Relationship Agreement with the contractor by written statement, by banning the contractor's access to the business circle of Brodogradilište Punat, and by claiming damages if the contractor:

- a) Performs work with untested machinery, tools, or equipment
- b) Performs work that is not defined in the Agreement
- c) Performs work in areas not specified in the Agreement
- d) Performs work with employees not listed in Appendix 1 of the Agreement
- e) Refuses to send its employees to internal fire safety training and other safety training organized by Brodogradilište Punat.
- f) Charges the performed work without a receipt
- g) Charges below market prices for services rendered
- h) Damages the reputation and visual identity of Brodogradilište Punat
- i) Negotiates or facilitates the contracting of work on vessels located at Brodogradilište Punat for himself, but at other locations (shipyards, ports, or docking places)
- j) Negotiates or facilitates the contracting of work on vessels located at Brodogradilište Punat for other legal entities at other locations (shipyards, ports, or docking places)
- k) Negotiates or facilitates the contracting of work on vessels located at Brodogradilište Punat for other legal entities that do not have a cooperative relationship with Brodogradilište Punat

15.2. Violating these restrictions is considered a gross violation of the cooperative relationship.

BRODOGRADILIŠTE PUNAT D.O.O.

Mario Wagner  
Director

## APPENDIX 1

### PRICE LIST

(Marina Punat d.o.o. / Brodogradilište Punat d.o.o.)

<b>FEES FOR LEASE AND RIGHT OF USE OF BUSINESS PREMISES (VAT included)</b>					
<b>PURPOSE LEVELS OF PREMISES AND MINIMUM LEASE PRICES</b>					
				Price per m <sup>2</sup> / per month	
<b>LAND</b>					
- Open and uncovered enclosed area				3,00 €	
- Parking lot, outdoor work area					
<b>BUSINESS PREMISES – LEVEL 1</b>					
- Warehouses, garages, containers				5,00 €	
- Covered parking, canopy					
- Covered terrace, outdoor staircase					
<b>BUSINESS PREMISES – LEVEL 2</b>					
- Halls, workshops				7,50 €	
- Enclosed parts of the building					
<b>BUSINESS PREMISES – LEVEL 3</b>					
- Offices, retail spaces				10,00 €	
<b>BUSINESS PREMISES – GARAGE ZONE BY THE ROAD</b>					
- Offices, business spaces per m <sup>2</sup>				16,00 €	
<b>MODULAR CONTAINER – CHARTER ZONE</b>					
- Up to 100 m <sup>2</sup>				7,00 €	
- Over 100 m <sup>2</sup>				5,00 €	
Note: Fees do not include utility costs or municipal fee expenses.					
<b>FEES FOR INFRASTRUCTURE USAGE (VAT included)</b>					
ACTIVITY	FEE FOR SUBCONTRACTORS NOT USING BUSINESS PREMISES (VAT INCLUDED)		FEE FOR SUBCONTRACTORS WITH CONTRACTED BUSINESS PREMISES USAGE (VAT INCLUDED)		
	Annual flat rate	Annual infrastructure usage per employee	Annual flat rate	Annual infrastructure usage per employee	
<b>CATEGORY I</b>					
Mechanical works					
Hull works (fiberglass work, woodwork, and painting)				415,00 €	
Electrical works					
Washing and polishing of vessels				415,00 €	
<b>CATEGORY II</b>					
Electronics work				325,00 €	
Locksmith work					
Hydraulics & pneumatics + propulsion					
<b>CATEGORY III</b>					
Boat care				260,00 €	
Heating and cooling systems					
Vessel rental – charter					
Vessel monitoring				125,00 €	
<b>CATEGORY IV</b>					
Canopy repair and production					
Upholstery services					
Firefighting equipment maintenance					
Brokerage services for vessel purchase/sale					
Transport of vessels by sea and land					
Vessel assistance at sea					
Works on masts and rigging					
<b>USE OF INFRASTRUCTURE WITHOUT A CONTRACT FOR INFRASTRUCTURE USAGE</b>			<b>INFRASTRUCTURE USAGE PER EMPLOYEE PER DAY</b>		
All categories			125,00 €		

This price list is effective from January 1, 2025.